

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

ALLSTATE INSURANCE COMPANY;
ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY;
ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY; ESURANCE
INSURANCE COMPANY; and
ESURANCE PROPERTY AND
CASUALTY INSURANCE COMPANY,

Plaintiffs,

vs.

INSCRIBED PLLC; INTEGRATIVE
NEUROLOGY PLLC; DIAGNOSTIC
SOLUTIONS LLC; WOOK KIM, M.D.,
P.C. d/b/a FARMBROOK
INTERVENTIONAL PAIN & EMG;
DETROIT INSTITUTE OF PAIN
MUSCULOSKELETAL MEDICINE
PLLC; MICHIGAN INSTITUTE OF
MUSCULOSKELETAL MEDICINE
PLLC; ZMC PHARMACY, L.L.C.;
INTEGRA LAB MANAGEMENT LLC;
GIREESH VELUGUBANTI, M.D.;
ARVINDER DHILLON, M.D.; BACHU
ABRAHAM, M.D.; and JALAL
ZAWAIDEH, R.PH.,

Defendants.

C.A. No. 19-cv-13721-LVP-EAS

**STIPULATION OF DISMISSAL WITHOUT PREJUDICE AS TO
DEFENDANTS BACHU ABRAHAM, M.D., DETROIT INSTITUTE OF
PAIN MUSCULOSKELETAL MEDICINE PLLC, AND MICHIGAN
INSTITUTE OF MUSCULOSKELETAL MEDICINE PLLC**

Pursuant to Fed. R. Civ. P. 41(a)(1), it is hereby stipulated and agreed by and between plaintiffs Allstate Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Fire and Casualty Insurance Company, Esurance Insurance Company, and Esurance Property and Casualty Insurance Company (collectively, “Allstate”) and defendants Bachu Abraham, M.D., Detroit Institute of Pain Musculoskeletal Medicine PLLC, and Michigan Institute of Musculoskeletal Medicine PLLC, by and through their undersigned counsel, that Allstate’s Complaint (*Docket No. 1*) be dismissed without prejudice as to Bachu Abraham, M.D., Detroit Institute of Pain Musculoskeletal Medicine PLLC, and Michigan Institute of Musculoskeletal Medicine PLLC without costs or fees of any kind to any party. It is hereby agreed by the parties that this Court shall retain jurisdiction to enforce the terms of settlement reached between the parties.

[SIGNATURE PAGE FOLLOWS]

STIPULATED AND AGREED TO THIS 6th DAY OF JULY, 2020:

<p><i>Allstate Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Fire and Casualty Insurance Company, Esurance Insurance Company, and Esurance Property and Casualty Insurance Company,</i></p> <p>By their Attorneys,</p> <p><i>/s/ Jacquelyn A. McEttrick</i></p> <hr/> <p>Richard D. King, Jr. Nathan A. Tilden (P76969) Jacquelyn A. McEttrick John D. Tertan SMITH & BRINK 38777 Six Mile Road, Suite 314 Livonia, MI 48152</p> <p>350 Granite St., Suite 2303 Braintree, MA 02184 (617) 770-2214</p>	<p><i>Bachu Abraham, M.D., Detroit Institute of Pain Musculoskeletal Medicine PLLC, and Michigan Institute of Musculoskeletal Medicine PLLC,</i></p> <p>By their Attorneys,</p> <p><i>/s/ Lawrence C. Falzon</i></p> <hr/> <p>Lawrence C. Falzon (P30655) Joseph L. Falzon (P80521) WIGOD & FALZON P.C. 25899 W. Twelve Mile Rd., Ste. 200 Southfield, MI 48304 (248) 356-3377</p>
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PLAINTIFFS,

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NEUROLOGY PLLC; DIAGNOSTIC
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ABRAHAM, M.D.; and JALAL
ZAWAIDEH, R.PH.,

Defendants.

C.A. No. 19-cv-13721-LVP-EAS

ORDER OF DISMISSAL WITHOUT PREJUDICE AS TO DEFENDANTS
BACHU ABRAHAM, M.D., DETROIT INSTITUTE OF PAIN
MUSCULOSKELETAL MEDICINE PLLC, AND MICHIGAN INSTITUTE
OF MUSCULOSKELETAL MEDICINE PLLC

This matter having come before the Court upon stipulation of the parties, and the Court being otherwise fully advised in the premises:

IT IS ORDERED that plaintiffs' causes of action against defendants Bachu Abraham, M.D., Detroit Institute of Pain Musculoskeletal Medicine PLLC, and Michigan Institute of Musculoskeletal Medicine PLLC are hereby dismissed without prejudice and without costs to any party. The Court shall retain jurisdiction over this matter only to enforce the terms of settlement reached between the parties.

IT IS SO ORDERED.

s/ Linda V. Parker
LINDA V. PARKER
U.S. DISTRICT JUDGE

Dated: July 6, 2020